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Co-Counsel for Chris McAlary

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

CASH CLOUD, INC.,
dba COIN CLOUD,

Debtor.

Case No. BK-23-10423-MKN
Chapter 11

**CHRIS MCALARY'S NOTICE OF
DEPOSITION OF DESIGNATED
REPRESENTATIVE OF CASH
CLOUD, INC., DBA COIN CLOUD**

Date of Deposition: October 24, 2023

Time of Deposition: 9:00 a.m.

PLEASE TAKE NOTICE that pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure as made applicable by Rule 7030(b)(6) of the Federal Rules of Bankruptcy Procedure, Chris McAlary ("McAlary") will take the oral deposition of the designated representative of Cash Cloud, Inc., dba Coin Cloud (the "Debtor") at (time and location to be mutually agreed upon by the parties). The deposition will be recorded by stenographic means and will continue from day-to-day until completed. McAlary reserves the right to videotape the deposition. In accordance with its obligations under FRCP 30(b)(6), the Committee shall produce a representative with knowledge and ability to testify regarding the topics below.

TOPICS FOR EXAMINATION

1
2 1. The terms of the *Settlement Agreement and Mutual Release* (the “Settlement
3 Agreement”), the *Promissory Note*, and the *Intercreditor Agreement* attached as exhibits to the *Joint*
4 *Motion to Approve Settlement Agreement with Cole Kepro International, LLC, Pursuant to Federal*
5 *Rule of Bankruptcy Procedure 9019* (the “9019 Motion”).

6 2. Any analysis, evaluation, or assessment of the financial condition of Cole Kepro
7 International, LLC (“Cole Kepro”).

8
9 3. Any analysis, evaluation, or assessment of the claims of Cole Kepro against the
10 Debtor.

11 4. Any analysis, evaluation, or assessment of the claims of the Debtor against Cole
12 Kepro.

13 5. Any analysis, evaluation, or assessment of any offers to purchase the Debtor’s claims
14 against Cole Kepro, including any offers by McAlary.

15
16 6. Any communications between the Debtor and the Committee or the Debtor and Cole
17 Kepro regarding settlement negotiations, the Settlement Agreement, or the 9019 Motion.

18 DATED this 18th day of October 2023.

19 **CARLYON CICA CHTD.**

20 /s/ Dawn M. Cica, Esq.

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24 *Co-Counsel for Chris McAlary*

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26 **AND**

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DIAMOND McCARTHY LLP

/s/ Justin Strother

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Co-Counsel for Chris McAlary

CERTIFICATE OF SERVICE

On October 18th, 2023, I served the following document(s):

**CHRIS MCALARY'S NOTICE OF DEPOSITION OF DESIGNATED
REPRESENTATIVE OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS PURSUANT TO RULE 7030(B)(6)**

I served the above document(s) by the following means to the persons as listed below:

- ☒ a. ECF System:
- ☐ b. United States mail, postage fully prepaid:
- ☐ c. Personal Service:

I personally delivered the document(s) to the persons at these addresses:

☐ For a party represented by an attorney, delivery was made by handing the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handling the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. By direct email (as opposed to through the ECF System):
Based upon the written agreement of the parties to accept service by email or a court order, I caused the document(s) to be sent to the persons at the email addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ e. By fax transmission:
Based upon the written agreement of the parties to accept service by fax transmission or a court order, I faxed the document(s) to the persons at the fax numbers listed below. No error was reported by the fax machine that I used. A copy of the record of the fax transmission is attached.

☐ f. By messenger:
I served the document(s) by placing them in an envelope or package addressed to the persons at the addresses listed below and providing them to a messenger for service.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 18th, 2023.

By: /s/ Justin Strother